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AGREEMENT

between the

CITY OF MENTOR-ON-THE-LAKE

and

THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION

(SERGEANTS)

Effective

January 1, 2015

to

December 31, 2017

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ARTICLE 1

AGREEMENT AND PURPOSE

Section 1.

This Agreement is made and entered into by and between the City of Mentor-on-the-Lake (hereinafter referred to as the "City"), and the Ohio Patrolmen's Benevolent Association ("OPBA"), representing the full-time Police Sergeants (hereinafter referred to as the Bargaining Unit employees).

Section 2.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement.

Section 3.

This Agreement is made for the purpose of promoting harmonious relations between the City and the Police employees.

ARTICLE 2

RECOGNITION

Section 1.

The City of Mentor-on-the-Lake hereby recognizes the Ohio Patrolmen's Benevolent Association ("OPBA"), as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters related to wages, hours, and terms and conditions of employment including all full-time Patrol Officers of the Mentor-on-the-Lake.

Excluded from the Bargaining Unit are all other employees of the City of Mentor-on-the-Lake.

ARTICLE 3

MANAGEMENT RIGHTS

Section 1.

It is understood and agreed that the City possesses the sole right and authority to operate and direct the employees of the City in all aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement, except as modified in this Agreement. These rights include, but are not limited to:

A. The right to determine its mission, policies, and to set forth all standards of service offered to the public;

B. To plan, direct, control and determine the operations or services to be conducted by employees of the City;

C. To determine the methods, means, number of personnel needed to establish the standards of such work;

D. To direct the working forces; to schedule and assign work, including overtime;

E. To hire and assign or to transfer employees within the department or other police related functions;

F. To promote, suspend, discipline or discharge for just cause;

G. To lay-off or relieve employees;

H. To make, publish and enforce rules and regulations;

I. To introduce new or improved methods, equipment or facilities;

J. To contract out for goods and services;

K. To take any and all actions as may be necessary to carry out the mission of the City and the Police Department in situations of civil emergency as may be declared by the Mayor of the City, or the Acting Mayor in his absence, provided that no right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this Agreement.

Section 2.

The Mayor and City Council have the sole authority to determine the purpose and mission of the City and the amount of budget to be adopted thereto.

Section 3.

If in the sole discretion of the Mayor, or the Acting Mayor in his absence, as defined by City Charter, it is determined that extreme civil emergency conditions exist, including but not limited to, riots, civil disorders, tornado conditions, floods, or other similar catastrophes, the provisions of this Agreement may be suspended by the Mayor, or the Acting Mayor in his absence, during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should an emergency arise, the Mayor, or the Acting Mayor in his absence, shall advise the Union Director or the next highest officer of the Union of the nature of the emergency. The Mayor, or the Acting Mayor in his absence, shall follow up said advice in writing as soon thereafter as practicable and shall forward said written notice to the Union Director.

Not more than ten (10) days after a declared emergency has ended, the provisions of this Agreement shall regain full force and effect.

ARTICLE 4

UNION REPRESENTATION

Section 1.

The Employer agrees that no more than one (1) accredited representative of the Ohio Patrolmen's Benevolent Association shall be admitted to the Employer's facilities and sites during working hours by appointment, with the Employer. The purpose of these visitations shall be to participate in the adjustment of grievances as outlined in Article 13, or at the request of the Employer, and/or attend other meetings as required by this Agreement.

The Union agrees that such activities shall not interfere with the normal work duties of employees except to the extent otherwise authorized in this Agreement. The Employer reserves the right to designate a reasonable meeting place for such visits.

ARTICLE 5

DUES DEDUCTION - FAIR SHARE FEE

Section 1.

The City of Mentor-on-the-Lake agrees to deduct from its wages of any employees who is a member of the Bargaining Unit, all OPBA membership dues uniformly required. The OPBA will notify the City of the dues and fees to be charged for its members and employees of the Bargaining Unit, and will notify the City fourteen (14) days prior to the effective date of change of dues and fees deductions.

Section 2.

All members of the Bargaining Unit, as identified in Article 2 of this Agreement, shall either (1) maintain their membership in the OPBA, (2) become members of the OPBA, or (3) pay a service fee to the OPBA in an amount equivalent to the annual dues for membership in the OPBA, as a condition of employment, all in accordance with Ohio Revised Code Section 4117.09.

In the event that a service fee is to be charged to a member of the Bargaining Unit, the Employer shall deduct such fee in the same manner as dues are deducted as specified in this Article.

Section 3.

The Union shall indemnify the City and any Department of the City and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the City or any Department of the City for the purpose of complying with the provisions of this Article.

Section 4.

The City shall not be required to make such deduction from any employee who is a member of and who adheres to established and traditional tenets or teachings of a bona-fide religion or other type group as defined by Ohio Law and who receives a declaration of exemption by the State Employment Relations Board; nor shall the City be required to make such deduction from any employee who by reason of State or Federal Law is exempt from such deductions.

Section 5.

All OPBA dues and fair share fees collected shall be paid over by the City on a monthly basis and forwarded to OPBA at 10147 Royalton Road, Suite J, North Royalton, OH 44133.

ARTICLE 6

EMPLOYEE RIGHTS

Section 1.

An employee has the right to the presence and advice of an OPBA representative at all disciplinary hearings which may result in a suspension.

Section 2.

When a disciplinary action investigation of a Bargaining Unit employee becomes a criminal investigation, he shall be informed and afforded all rights and protection under law.

Section 3.

Employees are required to answer substantial and material questions as related to their job. Employees shall be advised that his refusal to answer such questions or participate in such investigation may be the basis of such a charge.

Section 4.

Any complaint which warrants an inter-departmental investigation or disciplinary action to be taken against the Bargaining Unit employee shall be in writing and verified by the complaining party to a staff representative of the Union without which verified complaint, no further action may be taken.

Section 5.

In the event an employee becomes subject to a disciplinary action that may result in a suspension, a notice shall be served establishing the charges.

Prior notice of a pre-disciplinary hearing shall be provided to the employee with a minimum of three (3) days notice.

Section 6.

At the pre-disciplinary hearing the Employer shall present the facts that support the event occurred and that disciplinary action is warranted.

ARTICLE 7

NON-DISCRIMINATION

Section 1. - DISCRIMINATION PROHIBITED

Neither the City nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age or sex.

Section 2. - UNION MEMBERSHIP OR ACTIVITY

Neither the City nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

Section 3. - UNION FAIR REPRESENTATION

The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the Bargaining Unit.

ARTICLE 8

NO STRIKE -- NO LOCKOUT

Section 1.

During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Employer. During the term of this Agreement, neither the Employer nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

Section 2.

The Union agrees to notify all Local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this Article to return to work.

Section 3.

The Employer may discipline any employee who violates this Article, as set out in Disciplinary Action Article 12 of this Agreement.

Section 4.

Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 9

SENIORITY

Section 1.

Seniority shall be an employee's uninterrupted length of continuous service with the City of Mentor-on-the-Lake Police Department from the last date of hire as a full-time Police Officer. An employee shall have no seniority for the probationary period provided in Article 10, but upon completion of the probationary period, seniority shall be retro-active to the date of hire.

Section 2.

Whenever more than one person is appointed to the department on the same day, the seniority of each individual as it relates to others appointed the same day, shall be determined by their relative position on the examination, with the greatest seniority

being granted to the individual standing highest on the list among those appointed and will continue in that order.

Section 3.

Seniority shall be terminated when an employee:

A. Quits or resigns, unless rehired within six (6) months;

B. Is discharged for just cause;

C. Is laid off for a period of more than twenty-four (24) consecutive months;

D. Is absent without leave for three (3) or more work days unless proper excuse for the absence is shown or if no notice was given, a satisfactory excuse for the failure to give notice;

E. Fails to report for work when recalled from layoff within five (5) calendar days from the date of receipt of recall notice sent by Certified Mail (to the employee's last known address as shown on the City's records);

F. Retires;

G. Fails to report for work within forty-eight (48) hours of expiration of an approved leave of absence, unless otherwise mutually agreed to extend, secured in writing.

Section 4.

Time granted for an approved paid or unpaid leave shall not be considered an interruption of continuous service.

ARTICLE 10

PROBATIONARY PERIOD

Section 1.

All promoted employees of the Police Department of the City of Mentor-on-the-Lake shall serve an initial probation period. This period is six (6) months. While serving in the probationary period, it is the Employer's sole and exclusive right in determining to retain, promote, demote, suspend, or discipline such employees.

Section 2.

Probationary employees shall be afforded Union representation and benefits as defined and set out in these Articles, but shall not be afforded access to the grievance procedure or disciplinary process defined in this Agreement while serving the probationary period.

ARTICLE 11

LAYOFF AND RECALL

Section 1.

When the Employer determines layoffs are necessary, the following procedure shall determine the order of Layoff and Recall:

> The Employer shall reduce all probationary employees in the respective classifications

where layoffs have been determined necessary, then by seniority based on total uninterrupted continuous time in grade and above.

Section 2. - PROCEDURE

At a meeting with the Union, the Employer shall identify the positions and number of employees to be subject to reductions twenty (20) work days prior to such layoff occurring. At this time, employees in the affected positions shall be notified of possible layoff.

Upon final determination, the affected employee shall receive ten (10) work days notice of layoff, prior to the effective date of layoff.

An employee in the Sergeants Unit affected by layoff may, in lieu of layoff, request to bump into the Patrol Officers position subject to seniority as defined in Article 9 Seniority of the Patrol Officers contract and available positions.

Section 3. - RECALL

Employees, who have been laid off or bumps into a Patrol Officers position, shall be subject to recall for a period of two (2) year from the initial date of layoff. Employees shall be recalled in the reverse order of their layoff.

Employees who are eligible for recall shall be given a notice of return to work five (5) work days prior to such return to work order. Such notice shall be sent by certified mail to the employee's last recorded address. A copy shall be hand delivered to the local Union representative when it is mailed to

the laid off employee. It is the laid off employee's responsibility to keep the Employer informed of his current home address.

An employee who refuses a recall or fails to appear for work at the end of the five (5) day recall notice shall be deemed as having voluntarily terminated their employment with the City, effective the date of recall and shall not be subject to any further recall except where an extension is mutually agreed upon in writing.

ARTICLE 12

DISCIPLINARY ACTION

Section 1.

Disciplinary action or measures may include, subject to the rules and regulations of the City of Mentor-on-the-Lake with the tenants of progressive and corrective discipline, where appropriate, any of the following:

A. Oral Reprimand

B. Written Reprimand

C. Suspension

D. Discharge

Corrective action may also include instructional or retraining, subject to the nature of the event.

Section 2.

Disciplinary action may be imposed upon an employee for just cause. If the City has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 3. - APPEAL PROCEDURE

Written reprimands, reductions, or suspensions of three (3) days or less may be processed as a grievance through the regular grievance procedure to Step Four (4), the Mayor's level, which shall constitute final resolve to the issue and shall not be appealable through the arbitration process.

Suspensions of more than three (3) days or discharge, if no relief is granted at the Mayor’s level of the grievance procedure, may be appealed to the Civil Service Commission of the City of Mentor-on-the-Lake, in accordance with their rules and regulations, whose decision shall be advisory to the parties. Final appeal may be processed through the arbitration procedure.

ARTICLE 13

GRIEVANCE PROCEDURE

Section 1.

The term "grievance" shall mean an allegation that there has been a breach, misinterpretation, or improper application of the express provisions of this Agreement. The following constitutes

the sole and exclusive method for resolving grievances between the parties covered by this Agreement and waives any specific right of appeal to the City of Mentor-on-the-Lake Civil Service Commission.

The existence of this Grievance Procedure, hereby established, shall not impair or limit the right of any employee to pursue any other state or federal remedies available under the law, except that any employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies by this procedure.

Section 2.

A formal grievance shall be reduced to writing. All grievances must contain the following information and must be filed using the grievance form mutually agreed upon by the Union and the Employer.

1. Aggrieved employee's name
2. Date of the event leading to the grievance
3. A description of the incident giving rise to the grievance
4. Date grievance was filed in writing
5. Specific Articles of the Agreement violated
6. Desired remedy to resolve the grievance
7. Signature of grievant

Section 3.

All grievances must be processed at the proper step in order to be considered at the subsequent step. Nothing contained

herein is meant to preclude the parties from mutually agreeing to waive one or more steps of the grievance procedure and process the grievance at a higher step. Any grievance not answered by the Employer within the stipulated time limits may be advanced by the Union to the next step in the grievance procedure. Any grievance not advanced to its next step within the stipulated time limits by the Union shall be considered resolved at the last step's reply. All time limits on grievances may be extended upon mutual consent of the parties.

Section 4.

It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum interruption of work schedules. Every responsible effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. Work days as defined in this Article shall be Monday through Friday. Toward this objective, the following procedure shall be as follows:

STEP 1 - The Employee or Union Representative shall refer the written grievance to the appropriate Supervisor within fifteen (15) work days of the occurrence which gave rise to the grievance. The Supervisor shall have five (5) work days in which to schedule a meeting with the Union Representative. The Supervisor shall investigate and respond in writing to the Union Representative within five (5) work days following the meeting date.

STEP 2 - If the grievance is not resolved in Step 1, the Employee or Union Representative may refer the grievance to the Chief, within five (5) work days after receiving the Step 1 reply. The Chief shall have five (5) work days in which to schedule a meeting with the Union Representative. The Chief shall investigate and respond in writing to the Union Representative within ten (10) work days following the meeting.

STEP 3 - If the grievance is not resolved in Step 2, the Employee or Union Representative may refer the grievance to the Mayor or authorized representative within seven (7) work days after receiving the Step 2 reply. The Mayor shall have five (5) work days in which to schedule a meeting with the Union Representative. The Mayor shall investigate and respond in writing to the Union Representative within ten (10) work days following the meeting.

STEP 4 - Arbitration - If the grievance is not satisfactorily settled in Step 3, the Union Representative may make a written request that the grievance be submitted to Arbitration. A request for arbitration must be submitted within thirty (30) calendar days following the date the grievance was answered in Step 3 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the third step reply.

The Employer and the Union Representative shall agree to

request a panel of seven (7) impartial arbitrators, selected from a Sub-Regional pool, from FMCS within ten (10) working days of submission of the request for arbitration. The parties shall meet to select an arbitrator within ten (10) working days of receipt of the list.

For the first arbitration between the Employer and the Union during the term of this Agreement, the Union shall be the first to strike a name from the list, then the other party shall strike a name, and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS.

For subsequent arbitrations, the first strike shall alternate between the parties.

The arbitrator shall hold the arbitration promptly and issue a decision within a reasonable time thereafter.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, in arriving at a determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall have no authority to determine any other issues not so submitted or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issues in question.

The first question to be placed before the arbitrator will

be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator at the same hearing.

The decision of the arbitrator shall be binding upon the Union, and the Employer. All costs directly related to the service of the arbitrator shall be borne by the losing party. Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

ARTICLE 14

HOURS OF WORK

Section 1.

A week shall be defined as seven (7) days beginning at 12:01 A.M. Sunday morning, and ending midnight on Saturday night.

Section 2.

A day shall be defined as twenty-four (24) hours, beginning at the starting time of the Bargaining Unit employee's scheduled work day.

Section 3.

A work week will consist of five (5) scheduled work days, of the described week in the before mentioned paragraph of this Article.

ARTICLE 15

OVERTIME

Section 1.

Overtime is defined as time actually worked in excess of eighty (80) hours in a fourteen (14) day work period, and will be paid at the rate of one and one half (1-1/2) times the employee's regular straight time hourly rate. Time paid for holidays, vacations, bereavement or sick leave as a result of a work related injury shall be considered time worked for the purpose of this Section.

Section 2.

Overtime pay shall be included in the pay period in which such overtime is worked.

Section 3.

The employee may elect to receive compensatory time off in lieu of overtime pay and must select the method of payment prior to the end of the pay period. Employees may accumulate compensatory time to a maximum of sixty (60) hours based on one and one-half hours for each hour worked. Any overtime worked in excess of the sixty (60) hour maximum shall be paid.

Section 4.

At such time an employee’s employment is terminated for any reason, the employee will be paid for any accrued unused compensatory time. Payment shall be based on the applicable rate at the time of termination.

Section 5.

Compensatory time off shall be scheduled in a manner as not to interfere with the efficient operation of the department where it does not create pyramiding of overtime pay.

Section 6.

There shall be no pyramiding of overtime pay.

Section 7.

Provide an sixteen (16) hour compensatory credit 1/1 of each year in recognition of time incurred through phone calls at home while off duty.

Credited hours will be deducted from final pay on a pro-rata basis if an employee leaves employment.

Section 8.

During the changes in Daylight Savings Time (Spring and Fall) actual hours worked will be paid. During Spring a person will have worked seven (7) hours and during Fall a person will have worked nine (9) hours.

ARTICLE 16

NOTICE OF SCHEDULE CHANGE

Section 1.

Any employee of the Department who is subject to a schedule change, shall be given a forty-eight (48) hour notice of such schedule change. Notification shall be made by posting schedule changes on the OPBA bulletin board.

Section 2.

Should an employee of the Department not be able to report to duty because of sickness, injury or death in his immediate family, the Chief may deem such action as an emergency and schedule another employee for the purpose of adequately staffing a shift, only for the period of time the Department employee is absent.

Section 3.

A Department employee required to make a shift change does not exempt him from the provisions of the Overtime Article of this Agreement, except as affected by the change due to the rotation of shifts.

Section 4.

Vacation days, holidays, and compensatory time is not to be considered an emergency under Section Two (2) of this Article.

Section 5.

With prior approval of the Immediate Supervisor, all employees shall have the right to exchange shifts when such change does not interfere with the operation of the Police Department and provided that the change does not result in the payment of overtime pay to the parties involved.

ARTICLE 17

POSTING

Section 1.

The Chief will make available, at the Police Station, a copy of the policies, rules and regulations.

Section 2.

Any changes in the rules and regulations, or the departmental policies, such changes shall be posted on the Union bulletin board.

Section 3.

Any notification of changes of the rules and regulations will be posted ten (10) days prior to the effective date of the change. Should the rule change need immediate adjustment, the Employer and/or his designee will make a verbal notification to each employee. The rule change will be initialed by the employee for verification of notification.

Section 4.

The Employer will arrange a location in the Police Station, immediately accessible to the Bargaining Unit employees, for a bulletin board for posting of Union business. The bulletin board will be provided by the Union. The Director shall be responsible for making such postings and removals.

ARTICLE 18

LEAVE OF ABSENCE

Section 1. - FAMILY/MEDICAL LEAVE

The Employer shall grant an eligible employee up to twelve (12) weeks leave during a twelve (12) month period in accordance with the provisions of the Family and Medical Leave Act. Accrued paid vacation, compensatory or sick leave (if medically required) time shall be utilized first and shall count towards the leave, except that an employee may choose to save up to two (2) weeks of accrued vacation.

Section 2.

Upon approval of the employee's immediate supervisor, an employee may apply to the Mayor for a leave of absence without pay not to exceed six (6) months.

Such leaves shall be for good cause and subject to approval by the Mayor. There shall be no leave granted to permit employees to work elsewhere. An employee who accepts other employment while on a leave of absence as stated above, shall be deemed to have resigned as of the date that the leave began.

Section 3.

An employee on an approved unpaid leave may make arrangements to pre-pay the cost and expense to maintain their insurance through the City as allowed by appropriate carrier.

Section 4. - ABUSE OF LEAVE

If it is found that a leave is not actually being used for

the purpose for which it was granted, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee.

An employee who fails to return to duty within three (3) working days of the completion or a valid cancellation of a leave of absence without pay, may be removed from the employment. An employee who fails to return to service from a leave of absence without pay and is subsequently removed from the service is deemed to have a termination date corresponding to the starting date of the leave of absence without pay.

Section 5. - RETURN TO SERVICE

Upon completion of a leave of absence without pay, the employee shall be returned to the same or similar position with the employee's former classification. The employee may be returned to active pay status prior to the originally scheduled expiration of the leave if such earlier return is agreed to by both the employee and the Employer.

Section 6. - SERVICE CREDIT

Any member on such unpaid leave of absence shall not earn sick leave pay during such leave period, nor shall they be entitled to any holiday pay for any holidays falling within such leave. Such leave shall not be used in computing time for vacation or longevity.

Section 7. - PREGNANCY, CHILDBIRTH, AND RELATED MEDICAL CONDITIONS

A pregnant employee may be granted a leave of absence

without pay, in conjunction with provisions of Section One (1) of this Article, subject to the provisions of this rule.

A. Length of Leave. Leaves of absence shall be limited to the period of time that the pregnant employee is unable to perform the substantial and material duties of the employee's position. This period may include reasonable pre-delivery, delivery, and recovery time, as certified by a physician, not to exceed one hundred and fifty (150) days.

B. Physician's Certificate. A pregnant employee requesting a leave of absence without pay must present, at the time the request is made, a physician's certificate stating the probable period for which the employee will be unable to perform the substantial and material duties of the employee's position due to pregnancy, childbirth, or related medical conditions.

C. Sick Leave Usage. A pregnant employee shall be permitted to use any or all of the employee's accumulated sick leave credit only for the period of time, as certified by the physician's certificate, that the employee is unable to work as a result of pregnancy, childbirth, or related medical conditions.

D. Medical and insurance benefits shall remain in effect for the duration of the approved pregnancy leave, not to exceed one hundred and fifty (150) days total.

Section 8. - CHILD CARE

Any employee may in conjunction with provisions of Section One (1) of this Article, at the discretion of the Employer, be granted a leave of absence without pay for purposes of child care. All requests for leave of absence without pay for purposes of child care shall be considered on a non-discriminatory basis without regard to sex of the employee. An adoptive parent's request for leave of absence for purposes of child care shall be considered on the same basis as that of a biological parent under similar circumstances. Child care leave may be used in combination with pregnancy leave for a period not to exceed one hundred and fifty (150) days.

Section 9. - MEDICAL LEAVE

A leave of absence without pay due to a disabling illness, injury, or condition may be granted by the Employer in conjunction with provisions of Section One (1) of this Article, upon exhaustion of accumulated sick leave, upon presentation of evidence as to the probable date of return to active work status. The employee must demonstrate that the probable length of disability will not exceed six (6) months. The granting of a leave of absence without pay will be subject to the rules regarding leaves of absence without pay.

A. A medical examination or satisfactory written documentation substantiating the cause, nature, and extent of the disabling illness, injury, or condition shall be required prior to the granting of a leave of

absence unless the employee is hospitalized at the time of the leave of absence is to begin.

B. Leave of Absence Without Pay. An employee receiving a leave of absence without pay due to a disabling illness, injury, or condition is subject to the provisions of the leave of absence without pay rule regarding return from and abuse of such laws.

C. Reinstatement. The employee requesting reinstatement from a medical leave shall submit medical documentation establishing that the disabling illness, injury, or condition no longer exists, and such medical documentation must show that the employee has recovered sufficiently from the disabling illness, injury, or condition so as to be able to perform the substantial and material duties of the position to which reinstatement is sought. The cost of such examination shall be paid by the employee.

D. Failure to be Reinstated. An employee who fails to apply for reinstatement or is found not to be fit for reinstatement after proper application and examination, shall be ineligible for reinstatement and shall be deemed as permanently separated from service as of the date which the employee was given a leave without pay.

Section 10. - INJURY LEAVE

Where an employee has been injured on duty, which renders the employee unable to return to work as determined by a licensed

physician, and which injury is not contested by the City, the City shall pay the difference between applicable state benefits and the regular salary for the period beginning on the fourth (4th) scheduled work day and ending on the ninetieth (90th) calendar day from the date of injury; except that if the resulting absence is greater than fifteen (15) scheduled work days, the payment shall commence from the date of injury.

Such injured employee shall provide the City the attending physician's certificate of physical condition with anticipated date of return to service. The City shall file all paperwork it is responsible for in a Workers' Compensation injury claim.

An employee on injury leave shall be required to work on a light duty assignment, if the City determines light duty is available within the Bargaining Unit and the attending physician certifies the employee's physical condition is such that would allow him to work in a light duty capacity.

In the event either there is no longer a light duty assignment or the physician certifies the employee is no longer capable of performing such service, the employee shall continue on injury leave, on a non-work status.

The Employer may require written proof of continuing disability from the employee's physician and may require an examination of the employee by a physician of the City's choice to determine continued disability. Such examination will be at the City's expense. If such examination determines said employee is physically able to return to active full-time employment, the

City shall direct the employee to return to work on the next Monday following the conclusion of the examination. Failure by the employee to return to work as directed will be considered as voluntary resignation, unless an appeal is filed with the City not later than the third (3rd) regular business day after the notice to return to work is received. If an appeal is filed, a third physician shall mutually be chosen for an examination with such cost being paid by the employee.

ARTICLE 19

MILITARY LEAVE

Section 1.

An employee having completed his probationary period entering the military service shall be placed on military leave of absence without pay pursuant to applicable laws governing such leave.

A. The provisions of this rule do not apply to an employee who re-enlists while on active duty, or to a Commissioned officer who voluntarily enters on extended active duty beyond that required by the acceptance of a commission. Upon re-enlistment or commencement of voluntary extended duty, the employee is not eligible for reinstatement.

ARTICLE 20

SICK TIME

Section 1.

It shall be the policy of the Mentor-on-the-Lake Police Department, to provide sick leave with pay for all Bargaining Unit employees.

Section 2.

Each Bargaining Unit employee shall earn one and one fourth (1-1/4) days with pay for each full calendar month of service completed in the active pay status. Sick time shall be cumulative, and shall not be restricted to the number of days while the member is employed by the Mentor-on-the-Lake Police Department.

Section 3.

Prior to January 1, 1986, any employee of the Bargaining Unit that, upon employment with the City Police Department that had earned sick leave from any other police agency or political subdivision, shall carryover any unused sick time earned from such agency and credited to the employees sick leave.

There shall be no provision for carryover of sick leave between political sub-divisions for any employee hired after January 1, 1986.

Section 4.

Upon retirement or disability retirement, an employee shall be entitled to be compensated with pay for a maximum of fifty

percent (50%) of his accumulated sick leave, not to exceed sixty (60) days.

Section 5.

Sick leave shall be charged in minimum units of one-quarter day. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work.

Section 6.

Sick leave shall be used upon the approval of the immediate department head, for absence of an employee due to illness, injury, medical condition, or exposure to a contagious disease.

Also for serious illness, injury, or medical condition in the employee's immediate family which shall be defined as spouse and dependent children living in the same household.

Absences of three (3) successive days or more require certification of medical attention.

The Employer may require certification of medical attention when the number of undocumented occurrences exceeds thirteen (13) in any fiscal year. Applications for sick leave with intent to defraud shall be grounds for disciplinary action, which may include discharge.

ARTICLE 21

BEREAVEMENT LEAVE

Section 1.

Each full-time employee shall be paid for bereavement leave of up to four (4) regularly scheduled work days. Such leave shall be taken from the date of death of the employee’s spouse,

child, step-child, sibling, parent or spouse's parent, grandparents and current step-mother or step-father. Such bereavement leave shall be in addition to sick leave. Additional bereavement leave may be granted by the Mayor, upon request of the employee, and shall be deducted from the employee's accrued sick leave.

ARTICLE 22

VACATION

Section 1.

All Bargaining Unit employees shall earn vacation according to the schedule set out below based on the employee's anniversary date of service with the City of Mentor-on-the-Lake Police Department. Such time may be used as it is earned except as set out below in the first year and step years thereafter.

YEARS OF COMPLETED SERVICE	ENTITLEMENT MAXIMUM ACCRUAL COMPUTATION
Less Than 1 Year	-0-
1st Year Through 5th Year	3.1 Hrs For Each 80 Hrs in Active Pay Status
6th Year Through 10th Year	4.6 Hrs For Each 80 Hrs in Active Pay Status
11th Year Through 18th Year	6.2 Hrs For Each 80 Hrs in Active Pay Status
19th Year Through 25th Year	7.7 Hrs For Each 80 Hrs in Active Pay Status
More Than 25 Years of Service	9.2 Hrs For Each 80 Hrs in Active Pay Status

Section 2.

No vacation leave shall be credited for overtime hours worked. Employees working less than their normally scheduled work hours in a given bi-weekly pay period shall be credited proportionate to the total number of hours of active pay status during the respective pay period. Active pay status for the purposes of this Article shall be hours paid for services rendered, paid leaves, vacation and holidays.

Section 3.

Upon successful completion of the first year of service with the City of Mentor-on-the-Lake Police Department, the employee shall have earned and will be eligible to use vacation based on the 3.1 hours for each 80 hours in active pay status formula.

Section 4.

Prior to January 1, 1986, any employee of the Bargaining Unit that, upon employment with the City of Mentor-on-the-Lake Police Department, had carried service credit from any other police agency or political sub-division shall continue to earn vacation based on the prior service credit date as their anniversary date.

There shall be no provision for carryover of vacation service credit between political sub-divisions for any employee hired after January 1, 1986.

Section 5.

Vacation shall not be scheduled except at the employees discretion and preference, as not to interfere with the efficient

running of the Department.

Section 6.

Vacation request shall be made from January 1st to March 15th. If more than one request is made for the same date or an overlap should occur, of vacation request, seniority shall have preference. Employees will be advised of conflicts in vacation scheduling prior to March 31st. Employees advised of conflicts shall reschedule prior to April 15th. Vacation schedules established by April 15th of each year shall normally not be changed or rescheduled. Changes in positions, required appearances by specific individuals, serious unknown events, or cases where insufficient manpower can be scheduled, may result in cancellations of vacations. Any vacation requests that are made after April 15th, shall be approved by the Chief of Police in such a manner to maintain the greatest efficiency of the department.

Section 7.

Vacation requests may be made in increments of one (1) hour or greater subject to the approval of the Chief of Police.

Section 8.

Vacation hours shall be cumulative without limit. Effective January 1, 2016, earned vacation time within the calendar year shall be used in the current calendar year for those employees that have at least 300 hours accumulated vacation time. Unused current year’s vacation earnings will not carry over to the next calendar year. Upon separation of employment with the City, the

employee shall be entitled to compensation at his/her current rate of pay for any earned but unused vacation, but not to exceed forty (40) hours in excess of his/her current accrued compensation step as defined in Section 1 of this Article.

Section 9.

Death of an employee shall result in the payment of the benefits as described in Section 9 to the surviving spouse or the employee's estate.

ARTICLE 23

HOLIDAYS

Section 1.

All employees of the Bargaining Unit shall receive thirteen (13) holidays per calendar year. In lieu of named holidays, such holidays may be scheduled at anytime during the calendar year, upon the prior approval of the department head, which shall not be unreasonably denied.

Section 2.

Holidays shall be scheduled not later than fourteen (14) calendar days prior to such use and shall be scheduled by seniority once approved. Such fourteen (14) day prior approval period may be waived by the department head and, once approved, shall be scheduled on a first come, first served basis.

Section 3.

All full-time patrol officers who actually work on Thanksgiving Day and/or Christmas Day and/or Easter Sunday between the hours of 12:01 a.m. and midnight shall be compensated at a rate of time and one-half and if actually worked in an overtime capacity, shall be compensated at a rate of double-time.

Section 4.

New employees or employees who terminate their employment for any reason shall be entitled to holidays on a pro rata basis for each full month of service defined as an employee who is on active pay status for all available work days within that month. Employees who have used more than their pro rata share of holidays upon termination shall have deducted from their final check, an amount equal to such overpayment.

ARTICLE 24

COURT TIME

Section 1.

A minimum of four (4) hours pay shall be paid to an employee who on his scheduled day off is required or permitted to appear for range attendance or is required to appear before a court or administrative agency as a result of his actions on behalf of the City of Mentor-on-the-Lake.

Such payment shall be subject to the overtime provisions of this Agreement.

Section 2.

An employee required or permitted to appear for range attendance or required to appear before a court or administrative agency, on behalf of the Employer, or called into work on a scheduled work day shall receive a minimum of four (4) hours pay at the applicable rate in those instances where such hours are not contiguous to the employee's shift. The Employer reserves the right to schedule range time within an employee’s normal work day without a premium or as scheduled overtime for hours contiguous to an employee’s shift for qualifying shoots as determined by the Employer.

Section 3.

Employees will be permitted to practice up to three (3) days of their choosing per year on available days the Employer has scheduled range time. Additional days may be permitted subject to the approval of the Chief of Police.

Section 4.

An employee shall not be assigned other duties if such appearances require less time than the minimums set out in Sections 1 and 2 of this Article.

Section 5.

Any employee assisting or initiating his police powers off duty and such actions are to protect a life, prevent a crime in progress, assist a fellow police officer, shall be compensated as set out in Section One (1) of this Article.

ARTICLE 25

UNIFORM ALLOWANCE

Section 1.

A uniform allowance of one thousand forty-five dollars ($1045.00) shall be paid to each Bargaining Unit employee. Each employee shall receive the allowance in a lump sum at the first pay period of the month of May, of each calendar year.

A uniform maintenance allowance of One Thousand Three Hundred Fifty dollars ($ 1,350)shall be paid to each Bargaining Unit employee. Each employee shall receive the allowance in a lump sum at the first pay period of the month of May, of each calendar year commencing with May 1, 2015.

Section 2.

Employees of the Bargaining Unit shall purchase the required uniform to comply with the departmental dress code, and the employee shall purchase any equipment that the employee may use in the performance of his duties to increase the efficiency and effectiveness of his job responsibilities.

Section 3.

Upon appointment to the City, a new employee shall receive a pro rata uniform allowance equal to one twelfth (1/12) for each full month of service to be worked prior to the next payment

period made in May of each year, less any uniform allowance already paid pursuant to the Patrol Officer Agreement.

Probationary employees who voluntarily leave the employment of the City before completing their probationary period shall have any amounts paid under this Section withheld from their final paychecks.

ARTICLE 26

HOSPITALIZATION/INSURANCE

Section 1.

All employees of the Bargaining Unit shall be entitled to receive hospitalization, dental insurance, and life insurance.

The City reserves the right to establish levels of coverages, the amount of Employer contribution and to change carriers or self-insure.

Section 2.

The Employer contribution for insurance shall be established by the City, in a package basis, including the cost of health, life and dental at such level established for all other full-time City employees.

Section 3.

If at any time during the term of this Agreement hospitalization costs exceed the limits as set out above.

Such excess to be paid for by the employee beginning January 1, 2015 shall not exceed One Hundred Fifty dollars ($ 150.00) per month for a single plan or Two Hundred Fifty dollars ($250.00) per month for a family or other multiple plan.

Payment shall be made through payroll deductions prior to date due by the carrier. Failure to pay such additional premiums, if any, shall result in the loss of insurance benefits to the employee.

Section 4. - Dental insurance shall be provided to employees.

The City shall pay one hundred percent (100%) of the cost of a single policy and seventy-five percent (75%) of the cost of a family policy.

Section 5.

The City shall maintain a life insurance policy for the sum of Twenty Thousand dollars ($20,000.00) on each employee of the Bargaining Unit, for the term of this Agreement. The City shall pay one hundred percent (100%) of such costs.

Section 6.

Sections 4 and 5 above shall conform to city-wide health program as adopted.

ARTICLE 27

WAGES

Section 1.

Effective January 1, 2015 employees shall be compensated at rates established in Addendum A of this Agreement.

Section 2.

Normally all new employees shall receive the entry rate of the classification they are hired for, and progress yearly to the next step of the wage scale.

If the Employer determines a new employee's skills and

ability exceeds the entry level rates established, the Employer may place the employee at a step higher than entry level, but not above present Bargaining Unit employees and progress yearly to the next step of the wage scale.

Section 3.

If an employee returns to duty within six (6) months as set out in the Seniority Article of this Agreement, such employee shall be placed in the pay step for which he qualifies for continued service with the Police Department.

Section 4.

Any employee who leaves the City service to enter active service in the armed forces of the United States, who returns directly to the City upon separation of the armed services, shall be reinstated to the Police Department, shall receive credit for the military time as uninterrupted service with the Police Department, and shall be placed in the proper pay step.

Section 5.

Bargaining Unit employees who are ordered to work in a higher classification must work in the higher classification for one (1) week to receive the rate of pay of the higher classification. Upon attaining the one (1) week minimum, the employee shall receive compensation at the rate for all such time worked in that higher classification.

ARTICLE 28

FATAL FORCE

Section 1.

At the discretion of the Mayor, when an employee participates in the administration of fatal force in the proper performance of duty, an employee shall be eligible for paid leave as determined by the Mayor.

Section 2.

Such leave shall be paid and not deducted from any other benefit of this Agreement, and benefits shall continue while on such leave.

Section 3.

The granting of such leave shall not be prohibited pending results of any investigation.

ARTICLE 29

TRAINING

Section 1.

Training sessions required by departmental policy shall be paid for by the City.

Section 2.

Attendance at training sessions required by departmental policy shall normally be scheduled in a manner that allows an employee to attend on his regular shift, if such scheduling does not interfere with the normal operations of the department.

Section 3.

Those employees who have obtained a degree from an accredited college or university shall be compensated an addition hourly amount to the wage schedule as outlined in Section 1 above, as set out as follows:

$.30 per hour - associate degree

$.70 per hour - associate degree in law enforcement

$.60 per hour - bachelor degree

$1.20 per hour - bachelor degree in law enforcement

$1.60 per hour – masters degree

The above schedule shall not be cumulative. The employee shall be required to submit appropriate documentation as required by the Employer to show level of degree, course work, etc.

ARTICLE 30

LEGAL DEFENSE/LIABILITY

Section 1.

The City agrees to maintain professional liability insurance at the City's expense during the life of this Agreement.

Section 2.

As provided by the carrier of such insurance, the legal defense of an employee shall be provided in any lawsuit alleged to have arisen out of any act or failure to act within the scope of the employee's regular duties. This provision would be applicable providing such act or failure to act was not malicious

or motivated for private gain and did not constitute misfeasance, malfeasance or nonfeasance.

ARTICLE 31

PERSONNEL FILES AND POLICY

Section 1.

The City of Mentor-on-the-Lake's Safety Director shall maintain the complete and only personnel file of an employee. Any Bargaining Unit employee shall be permitted to review his personnel files with two (2) business days written notice.

Section 2.

Should an employee upon review of his file, read/observe material of a negative or derogatory nature, said employee may provide a written and signed comment in rebuttal, mitigation or explanation of said adverse material. Such comment shall remain in the employee's file so long as the adverse material remains.

Section 3.

Records of any verbal or written reprimands will cease to have force and effect and shall not be used in progressive disciplinary measures one (1) year after the effective date of the reprimand providing there are no intervening reprimands during the period.

Records of any suspensions will cease to have force and effect and shall not be used in progressive disciplinary measures two (2) years after the effective date of the suspension providing there are no intervening disciplinary actions during the period.

Section 4.

Subject to Ohio Public Records laws, pre-employment information, e.g. reference checks and responses, or information provided the City with the specific request that it remain confidential, shall not be subject to inspection or copying.

ARTICLE 32

HEALTH AND SAFETY

Section 1.

In order to promote safety in the work place, the City agrees to comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement. All such employees shall comply with all safety rules and regulations established by the City.

Section 2.

If an employee has reason to believe that an unsafe working condition exists, he shall inform his supervisor, on a form provided by the Employer, who shall have the responsibility to determine what action, if any, should be taken to correct the condition.

ARTICLE 33

LABOR-MANAGEMENT COMMITTEE

Section 1.

A Labor-Management Committee shall be established to discuss matters of mutual concern within the department.

The Committee shall consist of one (1) representative of the Bargaining Unit and two (2) members of the Employer and shall meet not less than two (2) times a year or as jointly determined.

ARTICLE 34

WORK RULES

Section 1.

The OPBA recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures and directives consistent with statutory authority, to regulate the personal conduct of employees while at work or related there to and the conduct of the Employer's services and programs.

Section 2.

It is the Employer's intention that work rules, policies, and directives are to be interpreted and applied uniformly to all Bargaining Unit employees. Any employee against whom such rules, policies and directives are enforced may challenge their uniformity of application or interpretation as to that employee and based on the merits of the individual case.

Section 3.

The OPBA recognizes that it is the exclusive statutory duty of the Chief to establish general rules for the operation of the Department, however, the Local Representative may request that the Chief meet to discuss the affects of any change in work rules.

ARTICLE 35

GENDER

Section 1.

When the context so requires, the masculine gender shall include the feminine, the feminine shall include the masculine, and the singular the plural, and the plural the singular.

ARTICLE 36

SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by competent legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable laws, statutes, and regulations of The United States of America, The State of Ohio, and other competent, legal authorities and jurisdictions, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 37

GENERAL PROVISIONS

Section 1. – ARTICLE HEADINGS

It is understood and agreed that the use of headings before articles or sections, is for convenience only and that no heading shall be used in the interpretation of said article or section, nor affect any interpretation of any article or section.

Section 2. - AGREEMENT COPIES

The City will provide the final draft of the Agreement for the OPBA with the signatures of the concerned parties. The OPBA is to provide a copy of the final Agreement to each eligible Bargaining Unit employee.

Section 3. - PERFORMANCE EVALUATIONS

All performance evaluations shall be presented to and discussed with the affected employee. The employee shall sign the evaluation to attest that he has seen the evaluation. The employee shall be allowed to submit a written statement agreeing with or objecting to the evaluation or any part thereof. Any statement submitted by the parties involved, shall be attached to the evaluation form and placed in the employee's personnel file. A copy of the evaluation shall be available upon request.

A performance evaluation of an employee will only be based on the employee's performance within the twelve (12) months preceding the evaluation.

Section 4. - MILEAGE EXPENSE

The mileage expense for personal allowance for authorized travel on official business is hereby established at the IRS's annually established rate.

ARTICLE 38

FITNESS FOR DUTY

Section 1.

Fitness for duty shall be determined consistent with provisions of the Ohio Administrative Code sections 123:1-30, 01 through 05.

ARTICLE 39

DRUG AND ALCOHOL TESTING

Section 1.

Drug and alcohol screening/testing may be conducted randomly, limited not to exceed twenty percent (20%) of the members in any one (1) calendar year, by and/or upon reasonable suspicion and/or post accident or event causing injury or loss of time or loss of property. Results of drug or alcohol screening or testing will not be released to a third party except as may be required for administrative proceedings or as required under Ohio Public Records requirements by applicable law. The following procedures shall not preclude the Employer from administrative action based upon the test results.

Section 2.

All drug screening tests shall be based upon a urine sample and conducted by medical laboratories licensed by the State of Ohio. The procedure utilized by the test lab shall include a chain of custody procedures and mass spectroscopy confirmation of any positive initial screening. All alcohol screening tests shall generally be conducted using an evidential breath testing device.

Section 3.

Drug screening test shall be given to employees to detect the illegal use of controlled substances as defined in Ohio Revised Code Sections 3719.02 and 4729.02. Alcohol tests will be given to determine if an employee is impaired (.04 or greater) while on the job. If the drug screening is positive, a confirmatory test using a portion of the original sample by gas chromatography-mass spectrophotometry method which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory licensed by the State of Ohio of his choosing, at his expense.

Section 4.

Upon the findings of positive test results for an illegal controlled substance by the chemical tests, or alcohol impairment, the Employer shall conduct an internal investigation to determine the facts surrounding the positive test. Upon the conclusion of such investigation, the Employer shall have the right to take disciplinary action up to and including discharge pursuant to Article 12. If not terminated, the Employer may also require the employee to participate in rehabilitation or detoxification program, as approved by the Employer. An employee who participates in a rehabilitation or detoxification program shall be required to use sick leave, vacation leave, and personal days for the period of the detoxification program. If no such sick leave credits are available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or

detoxification program and may be eligible for FMLA leave under Article 18. Upon written confirmation of successful completion of such program and a negative test, the employee shall be returned to his position. Such employee may be subject to periodic retesting at the discretion of the Employer upon his return to his position.

Section 5.

If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within three (3) years after his return to work upon completion of the program of rehabilitation, such employee shall be subject to termination pursuant to Article 12. Except as otherwise provided herein, costs of the initial drug screening and alcohol test and confirmatory tests shall be borne by the City. The cost of all other required tests shall be borne by the employee. For the purpose of this Article "periodic" shall mean not more than nine (9) times within the three (3) year period, except that drug and alcohol tests may be performed at any time upon "reasonable suspicion" of drug or alcohol use.

Section 6.

No drug or alcohol testing shall be conducted without the authorization of the Department Head or designee. If the Department Head or designee orders, the employee shall submit to a toxicology test in accordance with the procedure set forth above. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action up to and including discharge.

Section 7.

The employee shall be given a copy of the laboratory report before any discipline is imposed.

Section 8.

Prohibition Against Controlled Substances: The unlawful manufacture, distribution, sale, possession, or use of a controlled substance is strictly prohibited at the workplace. An employee who violates this section is subject to the discipline up to and including immediate termination from employment and/or referred to an appropriate law enforcement authority.

ARTICLE 40

RETROACTIVE PROVISIONS

Section 1.

Any person not in the employ of the Employer as of this date of execution of this Agreement shall not be entitled to receive any retroactive benefits which would otherwise be payable to those persons who are in the employ of the City of such date.

ARTICLE 41

DURATION

This Agreement shall become effective January 1, 2015 and continue in force until December 31, 2017 and thereafter, unless modified or changed by mutual agreement.

Either party desiring to amend or modify this Agreement shall give the other party written notice of such intentions at least sixty (60) days prior to the initial termination date of this Agreement.

The Agreement may be terminated after the initial expiration date by either party to the other with seventy-two (72) hours of advance written notice.

IN WITNESS WHEREOF, the parties have caused this contract to be executed _____, 2015.

CITY OF MENTOR-ON-THE-LAKE	THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
_____	_____
MAYOR	
_____	_____
ADMINISTRATIVE DIRECTOR	
_____	_____
CHIEF OF POLICE	
_____	
TOM GRABARCZYK	

ADDENDUM A

WAGES - POLICE SERGEANTS

EFFECTIVE 1/1/2015	EFFECTIVE 1/1/2016	EFFECTIVE 1/1/2017
$32.11	$32.92	$ 33.58

Either party desiring to amend or modify this Agreement shall give the other party written notice of such intentions at least sixty (60) days prior to the initial termination date of this Agreement.

The Agreement may be terminated after the initial expiration date by either party to the other with seventy-two (72) hours of advance written notice.

IN WITNESS WHEREOF, the parties have caused this contract to be executed 2/24, 2015.

CITY OF MENTOR-ON-THE-LAKE

MAYOR

ADMINISTRATIVE DIRECTOR

CHIEF OF POLICE

TOM GRABARCZYK

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

ARTICLE 39

DURATION

This Agreement shall become effective January 1, 2015, and continue in force until December 31, 2017 and thereafter, unless modified or changed by mutual agreement.

Either party desiring to amend or modify this Agreement shall give the other party written notice of such intentions at least sixty (60) days prior to the initial termination date of this Agreement.

The Agreement may be terminated after the initial expiration date by either party to the other with seventy-two (72) hours of advance written notice.

IN WITNESS WHEREOF, the parties have caused this contract to be executed 2/24, 2015.

CITY OF MENTOR-ON-THE-LAKE

MAYOR

ADMINISTRATIVE DIRECTOR

CHIEF OF POLICE

TOM GRABARCZYK

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

JEFF PERRY, REPRESENTATIVE

JENNIFER COUGHLIN

IN WITNESS WHEREOF, the parties have caused this contract to be executed 2/24, 2015.

CITY OF MENTOR-ON-THE-LAKE

MAYOR

ADMINISTRATIVE DIRECTOR

CHIEF OF POLICE

TOM GRABARCZYK

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

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